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LABOUR & E. S. I. DEPARTMENT

NOTIFICATION

The 11th May 2012

No. 3748—II/1(BH)-40/2002(Pt.)-LESI.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 27th January 2012 in Industrial Dispute Case No. 23/2003 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial dispute between the Management of M/s. Birla Tyres, Chhanpur, Balasore and their Workman Shri Kartik Chandra Das was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 23 OF 2003

Dated the 27th January 2012

Present :

S. A. K. Z. Ahamed,
Presiding Officer, Labour Court,
Bhubaneswar.

Between :

The President, .. First-party Management
M/s. Birla Tyres, Chhanpur, Balasore.

And

Shri Kartik Chandra Das, .. Second-party Workman
Card No. 1475, Division-C,
At Baunsamukha, P.O. Basta,
Dist. Balasore.

Appearances :

Shri S. Roy Choudhury, Factory Manager. . . For the First-party Management
Shri Kartik Chandra Das .. For the Second-party Workman himself

AWARD

The Government of Odisha in exercise of the powers conferred by sub-section (5) of Section 12, read with Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 have referred the matter in dispute to this Court vide Order No. 4908-ii/1(BH)-40/2002-L.E., dated the 19th May 2003 of the Labour & Employment Department, Bhubaneswar for adjudication.

2. The terms of reference is as follows :

"Whether the termination of employment of Shri Kartik Chandra Das, Card No. 1475 Division (c) by way of retrenchment by the management M/s. Birla Tyres with effect from the 26th October 1997 is legal and/or justified ? If not, to what relief Shri Das is entitled to?"

3. Both parties are present. The terms embodied in the settlement are read over and explained to the parties and they admitted the same to be true and correct. The workman submitted that he has settled the dispute not under any duress. The terms of settlement being genuine are recorded. I am satisfied that the settlement is voluntary in nature. An Award is accordingly passed in terms of the settlement which do form part of the Award.

Dictated and corrected by me.

S. A. K. Z. AHAMED

27-1-2012

Presiding Officer

Labour Court, Bhubaneswar

S. A. K. Z. AHAMED

27-1-2012

Presiding Officer

Labour Court, Bhubaneswar

By order of the Governor

M. R. CHOUDHURY

Under-Secretary to Government

FORM 'K'

(See Rule 64)

Memorandum of Settlement arrived at between the Management of Birla Tyres, Chhanpur,
Balasore & their workman Shri Kartik Chandra Das

Representing the Employer

Workman

Shri S. Roy Choudhury

Made part of the Award

Shri Kartik Chandra Das

Factory Manager

S. A. K. Z. AHAMED

S/o Shri Girish Ch. Das

M/s. Birla Tyres

Presiding Officer

Vill Baunsamukha

At/P.O. Chhanpur

Labour Court

P.O. Basta

Balasore.

Bhubaneswar.

Dist. Balasore.

SHORT RECITAL OF THE CASE

Consequent upon the termination of services of Shri Kartik Chandra Das, with effect from the 4th June 1997, the workman raised dispute challenging the legality of the said termination order issued by the management. The Government refer the said dispute to the Labour Court, Bhubaneswar for adjudication vide their Order No. 4908—li/1(BH)-40/2002-LE., dated the 19th May 2003. On receipt of the said reference Order the Labour Court, Bhubaneswar registered the said dispute as I. D. Case No. 23/2003. Both the workman and the management entered their appearance and filed their respective statement of claim as well as written statement and the said case is posted for hearing. However during pendency of the said case the management and the workman have mutually settled all their aforesaid dispute on the following terms and conditions :—

TERMS OF SETTLEMENT

1. That on the request made by the above-named workman Shri Kartik Chandra Das, the Factory Manager has paid a sum of Rs. 10,000 towards the full & final settlement of all his legal dues with regard to his termination of service. After receipt of the said amount, the workman has executed a money receipt to that effect. Original copy of the said money receipt is enclosed herewith which may be treated as part of the settlement.
2. That since the workman has voluntarily received all his terminal benefits and as such he has neither claim of reinstatement of service nor any other financial claim against the employer i.e., M/s. Birla Tyres, Chhanpur, Balasore in any manner whatsoever.
3. That the workman has agreed to finally disposed of the I. D. Case No. 23/2003 pending before the Presiding Officer, Labour Court, Bhubaneswar in terms of the settlement, since he has settled all the dispute amicably out of the Court.

Witness

KARTIK CHANDRA DAS

Signature of the workman

1. TARUN KANTI GIRI, Manager (P)

ILLEGIBLE

2. SUBRAT KU. BEHERA, Sr. Officer, Personnel

Signature of the Representative
of the Employer

MONEY RECEIPT

Consequent upon my termination/resignation of service and in terms of Bi-partite settlement in Form-K, I, Shri Kartik Chandra Das, S/o Late Girish Chandra Das At Baunsamukha, P.O. Basta, P.S. Basta, Dist. Balasore have received a sum of Rs. 10,000 (Rupees ten thousand only) in shape of Account Payee cheque bearing No. 133386, dated the 8th August 2011 of H.D.F.C. Bank, Balasore from the management of M/s. Birla Tyres, Chhanpur, Balasore towards all my legal dues today i. e., the 9th August 2011 in presence of witnesses. Since I have received all my legal dues and as such I have no claim as against the management either reinstatement of service or any financial claim in any manner whatsoever.

KARTIK CHANDRA DAS

Witness

Workman

1. TARUN KANTI GIRI, Manager (P)
2. SUBRAT KU. BEHERA, Sr. Officer, Personnel